



**City of Brownsville  
Purchasing & Contract Services Department**

**INVITATION FOR BIDS FOR A TERM  
CONTRACT FOR THE PURCHASE &  
DELIVERY OF REFLECTIVE SHEETING  
FOR TRAFFIC CONTROL SIGNS FOR THE  
CITY OF BROWNSVILLE**

**BID # PRS-40-0518**

**PRE-BID MEETING DATE: April 19, 2018**

**PRE-BID MEETING TIME: 10:00 A.M.**

**At the Purchasing Conference Room**

**BID DUE DATE: April 26, 2018**

**BID DUE TIME: 3:00 P.M.**



Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs  
BID # PRS-40-0518 April 26, 2018 at 3:00 P.M.

**CITY OF BROWNSVILLE  
PURCHASING & CONTRACT SERVICES DEPARTMENT**

**INVITATION**

**\* B/P/Q (Bid/Proposal/Qualifications)**

DESCRIPTION	NUMBER	PRE-BID MEETING	OPENING
Invitation for Bids for A Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs	*B PRS-40-0518	April 19, 2018 at 10:00 A.M. At Purchasing Conference Room,	April 26, 2018 @ 3:00 P.M.

Sealed, bids/proposals will be received by the City of Brownsville, at the Office of Roberto C. Luna Jr., **Purchasing & Contract Services Director**, located at **City Hall, 1001 E. Elizabeth Street, 1st Floor, Suite 101, Brownsville, Texas 78520, (956) 548-6087**, E-mail: [purchasing@cob.us](mailto:purchasing@cob.us).

Copies of the bid documents consisting of detailed specifications, general requirements or other information may be obtained at the Purchasing Department. Interested Bidders/Proposer are invited to attend the Bid/Proposal opening at the Office of the Purchasing & Contract Services Department on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at:

<https://www.cob.us/402/Purchasing-Contracts>

<https://idp.bidnetdirect.com>

Roberto C. Luna Jr., C.T.P.M.  
Purchasing & Contract Services Director



Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs  
BID # PRS-40-0518 April 26, 2018 at 3:00 P.M.

## Acknowledgment of Receipt

Please submit this page upon receipt.

For any clarifications, please contact Mr. Roberto C. Luna, Purchasing & Contract Services Director, at the City of Brownsville Purchasing & Contract Services Department at (956) 548-6081 or e-mail: [purchasing@cob.us](mailto:purchasing@cob.us).

Please fax or mail this page upon receipt of bid package to the following fax number; attention Purchasing Department.

**Fax: (956) 546-2711**

If you are unable to respond on this item, kindly indicate your reason for “**Not Responding**” below and fax back. This will insure you remain active on our vendor list.

Date: \_\_\_\_\_

☐ **Yes, I will be able to submit a Bid.**

☐ **No, I will not be able to submit a Bid for the following reason:**

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Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### **PLEASE NOTE:**

Please take a moment to register your Company with the City of Brownsville Purchasing Department or update your registration on our new form at the following web site address:

<https://www.cob.us/402/Purchasing-Contracts>

<https://idp.bidnetdirect.com>



## **I. GENERAL INFORMATION, CONDITIONS AND REQUIREMENTS**

1.0 **GENERAL INTENT** - It is the intent of the City of Brownsville to solicit sealed competitive bids for a Term Contract for the "PURCHASE & DELIVERY OF REFLECTIVE SHEETING FOR TRAFFIC CONTROL SIGNS" to be used by the Traffic Department of the City of Brownsville.

### **2.0 GENERAL CONDITIONS**

- A. It is the requirement of the bidders to acquaint themselves fully with the conditions of the specifications and the type of materials expected. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve him from any obligation of this bid invitation.
- B. All bid quotations must be submitted on the bid quotation form supplied with this specification. Partial bids will not be accepted. A bid may be withdrawn, however, and resubmitted anytime prior to the closing time for receipt of bids.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City charter and or City ordinances and State and Federal statutes.
- D. No City employee or elected official of the City of Brownsville shall have a financial interest, direct or indirect, in any contract with the City or shall be financially interested directly or indirectly, in the sale to the City of any materials, supplies or services.

3.0 **USE OF BRAND NAMES** – Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective bidders the general style, type, character and quality of the equipment desired.

It should be understood that specifying a brand name, component, and/or equipment in this specification shall not relieve the supplier from his responsibility to produce the product in accordance with the performance warranty and contractual requirements. The supplier is responsible for notifying the City of any inappropriate brand name, component, and/or equipment that may be called for in the specification, and to propose a suitable substitute for consideration.



4.0 **PREPARATION OF BIDS -**

- A. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- B. A delivery date in days including Sundays and holidays is required with bids where multiple items or groups of items are bid; a delivery date is required of each item or group of items.
- C. **Do not include Federal Taxes or State of Texas Limited Sales Excise Tax. The City of Brownsville is exempt from payment of such taxes, and will issue exemption certificates upon request.**

5.0 **BID REJECTION OR PARTIAL ACCEPTANCE** – The CITY OF BROWNSVILLE reserves the right to reject any or all bids. It further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bid(s) where it deems it advisable in protection of the best interests of the City.

6.0 **TERM OF CONTRACT** - The term contract will commence upon approval of City Commission and shall expire on May 31, 2019. The City of Brownsville may renew this contract annually for two (2) one-year terms, subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. All costs, terms and conditions shall remain firm for the initial period of the contract and for any renewal period.

7.0 **BID FORM** – Each bidder must submit a bid on the blank line adjacent to the bid item. The bidder shall sign the bid correctly and initial each page. Bids may be rejected if they show any omissions, alterations of form, additions not requested, conditional bid or any irregularities.

8.0 **SUBMISSION OF REQUESTS FOR CLARIFICATIONS OR CHANGES:**

All requests for approved equals, modifications or clarifications must be received in writing and/or e-mail no later than **Friday, April 20<sup>th</sup>, 2018 at 3:00 PM**, Central Time, to Mr. Roberto C. Luna, Jr., Purchasing and Contract Services Director, City of Brownsville, City Hall 1001 E. Elizabeth St., First Floor, Suite 101, Brownsville, Texas, 78520. Fax requests will be accepted on or before this deadline at 956/546-2711, or e-mail at [purchasing@cob.us](mailto:purchasing@cob.us). Written responses to all requests will be postmarked at least five (5) calendar days prior to proposal opening. Any responders wanting these responses to be returned by one-day "overnight" mail should provide a completed "air bill", or other pre-paid postage envelope, showing the respondent's account number with the overnight express company. Questions must be concise and provide the corresponding solicitation page number, and will be answered by the City of Brownsville Purchasing & Contracts Services accordingly. Answers will be



provided via an addendum to all firms who have requested a copy of this proposal.

9.0 **FILING OF BIDS**

- A. Sealed Bids must be filed with the Purchasing & Contract Services Director, City of Brownsville, prior to the time and date set for the bid opening. **IT IS THE BIDDER'S RESPONSIBILITY TO MAKE SURE THE BIDS ARE DELIVERED DIRECTLY TO THE PURCHASING DEPARTMENT PRIOR TO THE BID OPENING.** Bids received after bid opening time **will not** be considered regardless of any delays, regardless of any cause and will be returned unopened.
- B. To be considered, **One (1) original (marked original), and one (1) electronic version (Acrobat PDF format – one file only - CD) of the bid are to be submitted.** Once submitted, bids become the property of City. Bids must be signed by a duly authorized official of the Firm's/Contractor's organization. The public bid opening shall be held on **April 26, 2018 at 3:00 P.M.** in the Purchasing & Contract Services Department Office.

Sealed envelope shall be address to:

**Roberto C. Luna, Jr., C.T.P.M.  
Purchasing & Contract Services Director  
Purchasing Department – City of Brownsville  
City Hall 1001 E. Elizabeth St. First Floor, Suite 101  
P. O. Box 911 – Brownsville, TX, 78520**

- C. Lower left hand corner shall be marked as follows:

***Mark Envelope & Outside of any Carrier's Envelope/Box:***

**Invitation for Bids for a Term Contract  
For the Purchase & Delivery of  
Reflective Sheeting for Traffic Control Signs**

**Bid # PRS-40-0518**

**Bids to be Open: April 26, 2018 at 3:00 P.M.**

Telegraphic bids will not be considered.

Bids may not be withdrawn after the bid opening.

The City of Brownsville reserves the right to reject any and all bids.



10.0 **BASIS OF BID AWARD** – The contract will be awarded to the responsible and responsive bidders meeting the specifications and having the lowest possible total extended price of the Base Bid (unit cost), consistent with the quality needed for effective use. All prices quoted will be firm. Award to successful bidder will be made by Brownsville City Commission action. Bid pricing shall be firm for the entire term of the awarded contract. **Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs (i.e. dramatic increase in petroleum based products, minimum wage, etc.). Any price increase proposed must be submitted thirty (30) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor Consumer Price Index (CPI), <http://www.bls.gov/cpi/>. The City of Brownsville will reserve the right to approve or disapprove any request for increased prices.**

11.0 **ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ENTERPRISE REQUIREMENTS.** -

A. Bidder agrees that if bid is accepted, vendor will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation. In addition, bidder agrees that he/she will abide by all applicable terms of the minority business enterprise program of the City of Brownsville.

12.0 **PATENTED MATERIAL, DEVICES AND PROCESSES.**

A. If the awarded bidder is required or desires to use any design, device, material or process covered by letters of patent or copyright he/she shall provide for such use by suitable agreement with the patentee or owner. The awarded bidder and the surety shall indemnify and save harmless the City of Brownsville from any and all claims for infringement by reason of the use of any patented design, device, materials or process or any trademark or copyright used in connection with the work and they shall indemnify the City of Brownsville against any cost, expense or damages which it may be obliged to pay by reason of such infringement, at any time during the prosecution or after the completion of the work.





**13.0 DELIVERY REQUIREMENTS -**

Delivery of materials shall be made within 10 days ARO, F.O.B. Traffic Department, 404 E. Washington St., Brownsville, TX 78520

**14.0 QUANTITY-**

Normal delivery of reflective sheeting for traffic control signs shall occur on a needed basis as a minimum requirement. The City of Brownsville reserves the right to purchase additional amounts of traffic roll goods at the original price through the contract. The City of Brownsville also reserves the right to increase or decrease yearly amounts.

**15.0 CANCELLATION OF PROCUREMENT -**

The City of Brownsville reserves the right to cancel the procurement, at any time for any reason before the Contract is fully executed and approved on behalf of the City.

**16.0 AVAILABILITY OF FUNDS -**

This procurement is subject to the availability of funding. The City's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of the City for any payment shall arise until funds are made available to the Contracting Officer for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.

**17.0 DURATION OF OFFER -**

Bids shall remain open to acceptance and shall be irrevocable for a period of **Sixty (60)** days after the bid closing date.

**18.0 INDEMNIFICATION -**

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract,





including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

**19. INSURANCE -**

Prior to beginning work, the Contractor shall furnish the City with certificates of insurance in the amounts listed below:

A. Workers' Compensation Insurance

Amount: Statutory

B. Comprehensive General Liability Insurance

Amount: \$500,000 Each Occurrence  
\$1,000,000 General Aggregate

C. Comprehensive Automobile Liability Insurance

Amount: \$500,000 Combined Single Limit

This insurance shall be kept in force until the work under this contract has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.



Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs  
BID # PRS-40-0518 April 26, 2018 at 3:00 P.M.

## 20.0 **SINGLE BID –**

Single Proposal - In the event a proposal is received, the City will, at its option, conduct a price and/or cost analysis of the proposal and negotiate the award, or reject the proposal and re-advertise. A price analysis would be performed by comparing price quotations submitted on other current quotations, current price lists, or other established or competitive prices.



### **Protest Procedure Requirements**

The protest must outline the specific portion of the specification or IFB procedure that had been violated.

Prospective bidders whose direct economic interest would be affected by the award of a contract or by failure to award a contract may file a protest. The purchaser (City of Brownsville/Airport) will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Roberto C. Luna, Jr., Purchasing/Contracting Director, City of Brownsville Purchasing Department, City Hall, 1001 E. Elizabeth St., First Floor, Suite 101 Brownsville, TX 78520. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. Protest must include the following information:

- (A) name, address, and telephone number of protestor,
- (B) identification of contract solicitation number,
- (C) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- (D) a statement as to what relief is requested.

Protest must be submitted to the City of Brownsville Purchasing Department in accordance with these procedures and time requirements must be complete and contain all issues that the protestor believes relevant.

In the procedure outline below, the Purchasing/Contracting Director is considered to be the Contracting Officer.

#### **1.3.1 Protest Before Opening**

Protests alleging restrictive specifications or improprieties which are apparent prior to the bid/proposal deadline or receipt of bids/proposal must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to the bid/proposal opening. If the written protest is not received by the time specified in bid package may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protest not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or responses from other bidder, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of the City of Brownsville's request. So far as practicable, appeals will be decided based on the written appeal, information and written responses submitted by the appealing party and other proposers. In failure of any party to timely respond to a request form information, it may be deemed by the purchaser that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such case, the protest will proceed and will not be delayed due to the lack of response. Upon



receipt and review of written submissions and any independent evaluation deemed appropriate by the purchaser, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded the opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of the informal hearing.

### **1.3.2 Protest After Opening/Prior to Award**

Proposal protests against the making of an award by the purchaser must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by the purchaser. Notice of the protest and the basis thereto will be given to all proposers. In addition, when a protest against the making of an award by the purchaser is received and it is determined to withhold the award pending disposition of the protest, the proposers whose proposals might become eligible for award shall be requested, before the expiration of the time for acceptance, to extend or to withdraw the proposal. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless the purchaser determines that:

- (A) the items to be purchased are urgently required
- (B) delivery or performance will be unduly delayed by failure to make an award promptly, or
- (C) failure to make an award will otherwise cause undue harm to City of Brownsville or the federal government.

### **1.3.3 Protest After Award**

In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis thereof. If the contractor has not executed the contract as of the date of the protest is received by the City of Brownsville; the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless the City of Brownsville determines that:

- (A) the items to be purchased are urgently required
- (B) delivery or performance will be unduly delayed by failure to make an award Promptly, or
- (C) failure to make an award will otherwise cause undue harm to the City of Brownsville or the federal government.



## II. TECHNICAL SPECIFICATIONS

### GENERAL SPECIFICATIONS

- A. Any items specified by name or manufacturer's reference is merely descriptive and not restrictive unless otherwise noted, and is used only to maintain a definite standard of quality and style.
- B. Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- C. All materials specified are to be new and unused unless otherwise specified.
- D. Items specified shall be delivered checked, ready for use and free from defects unless otherwise specified.
- E. Vendor shall be responsible with his carrier for any concealed damages. Damaged items shall be replaced or repaired to new condition.
- F. Upon receipt of each item, inspection will be made to check for compliance to the specification of bid. If a unit is rejected the bidder shall be required to pick up rejected item at the point of delivery and/or provide necessary repairs or replacements by returning unit in new condition to the original point of delivery.
- G. Bidder agrees to provide professional instructions in the operation and maintenance of items submitted. Bids shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such a fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

- 1.0 **DESCRIPTION** – Reflective Sheeting for Traffic Control Signs:  
Specification for high performance wide angle retroreflective sheeting for permanent signing **Level 1 (EG)**, **Level 2 (HI)**, **Level 3 (VIP)**, **Level 4 (LDP)**.

This specification covers flexible white or colored, wide-angle retroreflective sheeting (hereinafter called sheeting), tape and related processing materials designed to enhance nighttime visibility of traffic control signs and objects. The sheeting shall consist of **enclosed glass bead lens /prismatic (Level 1)**, **prismatic elements (Level 2)** adhered to a synthetic resin and to a flexible transparent plastic that has a smooth outer surface. **(Levels 3 and 4) Sheeting shall consist of prismatic lens elements with a distinctive interlocking diamond**



seal pattern and datum orientation marks visible from the face of a smooth surface. The sheeting shall have a pre-coated adhesive protected by an easily removable liner.

The sheeting shall be part of a family of matched component products required for the manufacture and imaging of permanent traffic control signs as described in section 4. Only section 2.0, section 6.2.4 and section 7.2.1 cover printed colored areas of signs.

### **PRODUCT BOND**

If the sheeting manufacturer's materials have not been successfully employed within the agency's signing program for the full warranty period, the supplier shall post a product bond against which the agency may invoke the warranty provisions should the product fail. The bond shall be posted for an amount of time equal to the sheetings warranted performance life required by this specification. The bond shall be in an amount equal to the maximum warranty penalties allowed on the volume of materials estimated for purchase. Should actual purchases during the contract period exceed the amounts estimated; the vendor will be required to increase the bond to cover the additional liability.

#### **2.0 Pre-qualification and Performance History**

Materials (sheeting, process inks, and overlay films) shall be considered for use only when, in the opinion of the agency, sufficient evidence exists to ensure that the materials and services offered can reliably conform to this specification. The sheeting manufacturer shall provide evidence of performance and suitability for use in accordance with the Agency's Qualified Products Procedures.

##### **2.1 Pre-qualification**

All prospective bidders are hereby notified that the material (sheeting, process inks, and overlay films) proposed for submission or for use in production of finished traffic control devices shall be a material of manufacture and product code or designation shown on the list of approved manufacturers of materials covered by this specification maintained by the Agency.

Prospective bidders or suppliers who wish to establish a performance history and prequalification for materials (sheeting, process inks, overlay films) governed by this specification should contact the agency for instructions on samples and information required for testing.

##### **2.2 Performance History**

The sheeting manufacturer shall provide test data showing that representative combined production material (sheeting, process inks, overlay films) of the type to be supplied has met the requirements for 36



months (Level 2 (HI) Level 3 (VIP) Level 4 (LDP) and 24 months Level 1 (EG) of accelerated outdoor weathering described in section 6.9.

This data shall be gathered by states own testing facility in accordance with ASTM D 4956 or an independent agency, such as AASHTO's National Transportation Product Evaluation Program (NTPEP).

The data submitted shall cover both, the retro reflective sheeting and process inks and/or overlay films manufactured by the sheeting manufacturer in standard traffic colors The process inks and overlay films shall be tested with the sheeting to which they are intended to be applied. The data collection shall have been completed no more than 5 years prior to the offer.

The materials may also be considered for qualification if, in the opinion of the engineer, sheeting material of the type to be supplied has been used successfully in a substantial signing program in similar climatic conditions for a least 5 years.

To be considered an equal alternate to an existing, qualified product, a candidate product must be used or weathered along side the control or benchmark material to eliminate any bias in the exposure procedures.

### 3.0 Classification and Conformance

The sheeting shall conform to FP-96, AASHTO M 268 and ASTM D 4956 adhesive class 1 or 2 Type 1 (Level 1) Type III, (Level 2) and shall further be required by the plans or in the invitation to bid to conform to one of the following types:

#### 3.1 Type A Sheeting

Type A sheeting is intended for shop production of new stationary traffic control signs or objects, exclusive of those used for construction and maintenance work zones.

3.1.1 The sheeting shall have either a precoated pressure sensitive adhesive (Class 1) or a tack-free adhesive (Class 2) activated by heat (Level 1 and 2 only) applied in a heat vacuum applicator in a manner recommended by the sheeting manufacturer. Both adhesive classes shall be protected by an easily removable liner.

#### 3.2 Type B Sheeting (Level 1 and 2 only)

Type B sheeting is intended for use on stationary traffic control signs and objects; it is Type A sheeting, prepunched for use in electronic cutting devices.





3.2.1 The sheeting shall have a precoated pressure sensitive adhesive (Class 1).

4.0 Items to be Included in Bids.

4.1 Process Inks

4.1.1 The manufacturer of the sheeting being offered shall furnish at no additional cost the process inks in standard traffic colors, clears and thinners recommended for the sheeting to meet the performance requirements of this specification. The sheeting manufacturer shall further be responsible for technical assistance in the use of these inks in accordance with Section 8, below.

4.1.2 The process colors shall be a single line of traffic colors which: may be applied before and after sheeting is applied to a substrate; require no component premixing; and will air dry for packing in 3 hours or less and requires no clear coating.

4.1.3 The sheeting manufacturer shall, upon request, provide custom color match formulas from the ink series within 7 days at no charge to the agency.

4.2 Slip Sheet. Slip-sheet paper recommended by the sheeting manufacturer for surface protection during heat vacuum application or for use in packaging, storing or shipping shall be furnished at no additional charge. Slip-sheet paper shall be supplied in rolls by the manufacturer, in at least equal square footage and in the same widths as the sheeting supplied.

4.3 Temperature Indicators: The manufacturer at no additional charge shall furnish expendable temperature indicators recommended by the sheeting manufacturer for control and calibration of proper application temperature.

4.4 Washers: Washers recommended by the sheeting manufacturer to protect the sign surface from damage by bolts or other fasteners shall be furnished by the manufacturer at no additional charge.

4.5 Overlay Films. The sheeting manufacturer shall also manufacture colored acrylic imaging films and clear protective overlays, which are compatible with the sheetings, and when used in accordance with the sheeting manufacturer's instructions, shall not lessen the warranty term as described in section 7.2.



## 5.0 Test Panels and Test Conditions

Unless otherwise specified herein, sheeting shall be supplied to test panels in accordance with ASTM D 4956 section 8.2 and test conditions shall conform to ASTM D 4956 section 8.1.

## 6.0 Requirements

6.1 Color Requirements. Color shall be as specified and shall conform to the requirements of Table I. Conformance to color requirements shall be determined spectro photometrically in accordance with ASTM E 1164, with instruments utilizing either 45/0, or 0/45 illumination/viewing conditions and tolerances as described in ASTM E 1164 for retroreflective materials. CIE Tristimulus values for the 2° observer and illuminant D65 shall be calculated in accordance with ASTM E 308. The standards for calibrating the test instruments shall be the MUNSELL PAPERS listed in Table I, which have been recently calibrated on a spectrophotometer.

### 6.2

Table I Level 1

Color Specification Limits* and Reference Standards									Reflectance		Munsell Paper**
Color	x	y	x	y	x	y	x	y	Limit (y)		
									Min.	Max	
Whit	.30	.30	.36	.36	.34	.39	.27	.32	27.0		5PB 7/1
Yello	.49	.41	.55	.44	.47	.52	.43	.47	15.0	40.0	1.25Y 6/12
Red	.61	.29	.70	.29	.63	.36	.55	.35	2.5	11.0	7.5r 3/12
Blue	.06	.21	.19	.25	.24	.21	.14	.03	1.0	10.0	5.8PB 1.32/6.8
Bro	.44	.35	.60	.39	.55	.44	.44	.38	3.0	9.0	5YR 3/6
Gre	.03	.39	.16	.36	.28	.44	.20	.79	3.0	8.0	IOG 3/8



**Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs**  
**BID # PRS-40-0518** **April 26, 2018 at 3:00 P.M.**

Table I Level 2

Color Specification Limits* and Reference Standards											Munsell Paper**
Color	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	Reflectance		
									Limit (y)		
									<u>Min.</u>	<u>Max</u>	
White	.30	.30	.36	.36	.34	.39	.27	.32	27.0		5PB 7/1
Yellow	.49	.41	.55	.44	.47	.52	.43	.47	15.0	40.0	1.25Y 6/12
Red	.61	.29	.70	.29	.63	.36	.55	.35	2.5	11.0	7.5r 3/12
Blue	.06	.21	.19	.25	.24	.21	.14	.03	1.0	10.0	5.8PB 1.32/ 6.8
Brown	.44	.35	.60	.39	.55	.44	.44	.38	3.0	9.0	5YR 3/6
Green	.03	.39	.16	.36	.28	.44	.20	.79	3.0	8.0	IOG 3/8

Table I Level 3

Color Specification Limits* and Reference Standards											Munsell Paper**
Color	x	y	x	y	x	y	x	y	Reflectance		
									Limit (y)		
									Min.	Max	
White	.30	.30	.35	.35	.33	.37	.28	.32	40.0		5PB 7/1
Yellow	.48	.42	.54	.45	.46	.53	.42	.48	24.0	45.0	1.25Y 6/12
Red	.69	.31	.59	.31	.56	.34	.65	.34	3	15	7.5r 3/12
Blue	.07	.17	.15	.22	.21	.16	.13	.03	1.0	10.0	5.8PB 1.32/ 6.8
Green	.03	.39	.16	.36	.28	.44	.20	.79	3.0	9.0	IOG 3/8



Table I Level 4

Color Specification Limits* and Reference Standards											
Color	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	Reflectance		Munsell Paper**
									Limit (y)		
									<u>Min.</u>	<u>Max</u>	
White	.30	.30	.35	.35	.33	.37	.28	.32	40.0		5PB 7/1
Yellow	.48	.42	.54	.45	.46	.53	.42	.48	24.0	45.0	1.25Y 6/12
Red	.69	.31	.59	.31	.56	.34	.65	.34	3	15	7.5r 3/12
Blue	.07	.17	.15	.22	.21	.16	.13	.03	1.0	10.0	5.8PB
											1.32/ 6.8
Green	.03	.39	.16	.36	.28	.44	.20	.79	3.0	9.0	IOG 3/8

\* The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 standard colorimetric system measured with standard illumination Source D65 - these colors are equivalent to those listed in ASTM D 4956 using Source C.

\*\* Available from Munsell Color Company, 2441 Calvert Street, Baltimore, Maryland

6.2 Coefficient of Retro-reflection: The coefficients of retro-reflection shall be determined in accordance with ASTM E-810, for the minimum requirements of Table II. This table contains "core" values as found in ASTM D 4956, as well as supplemental values at 0.1° and 1.0° observation and 45° entrance to fully characterize sheeting performance throughout its expected range of use.

6.2.1 Units: Coefficients of retro-reflection shall be specified in units of candelas per foot-candle per square foot.

6.2.2 The observation angles shall be 0.1°, 0.2°, 0.5°, and 1.0°.

6.2.3 The entrance angles shall be -4°, 30° and 45°.

6.2.4 For screen printed transparent colored areas or transparent colored overlay films on white sheeting, the coefficients of retro-



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reflection shall not be less than 70% of the values for corresponding color in Table II (Level I, II). For Level III, IV the ratios of the Ra for the white to the Ra for the color, when measured at 0.2° observation, -4° entrance, and 0° rotation, shall be 5:1 to 15:1 for the red, and not less than 5:1 for blue and green.

6.3 Specular Gloss: The retroreflective sheeting shall have an 85° specular gloss of not less than 40 when tested in accordance with ASTM D 523.

6.4

**Table II Level 1**  
**Minimum Coefficient of Retroreflection**  
**(cd/lux/m<sup>2</sup>)**

White	-4.0	30.0	45.0
0.1	75	35	9
0.2	70	30	8
0.5	30	15	7
1.0	12	9	4

Green	-4.0	30.0	45.0
0.1	10	5	2
0.2	9	3.5	1.5
0.5	4.5	2.2	0.5
1.0	1.8	1.6	0.4

Yellow	-4.0	30.0	45.0
0.1	53	23	5
0.2	50	22	4.5
0.5	25	13	4
1.0	8.5	5.5	2

Blue	-4.0	30.0	45.0
0.1	4.2	2	0.8
0.2	4	1.7	0.6
0.5	2	0.8	0.5
1.0	0.7	0.6	0.2

Red	-4.0	30.0	45.0
0.1	15	6.2	1
0.2	14	6	0.6
0.5	7.5	3	0.5
1.0	2.4	1	0.4

Brown	-4.0	30.0	45.0
0.1	1.1	0.5	0.3
0.2	1	0.3	0.2
0.5	0.3	0.2	0.1
1.0	0.2	0.1	0.1



Table II Level 2  
 Minimum Coefficient of Retro-reflection  
 (cd/lux/m<sup>2</sup>)

White

	-4.0	30.0	45.0
0.1	300	225	100
0.2	250	175	95
0.5	95	70	55
1.0	10	9.5	9.0

Green

	-4.0	30.0	45.0
0.1	54	40	15
0.2	45	30	12
0.5	15	12	10
1.0	1.0	0.8	0.5

Yellow

	-4.0	30.0	45.0
0.1	200	150	60
0.2	170	135	50
0.5	62	60	40
1.0	9.0	8.5	8.0

Blue

	-4.0	30.0	45.0
0.1	24	14	7.0
0.2	20	11	6.0
0.5	7.5	5.0	4.0
1.0	0.5	0.3	0.1

Red

	-4.0	30.0	45.0
0.1	54	40	15
0.2	45	30	12
0.5	15	12	10
1.0	2.0	1.5	1.0

Brown

	-4.0	30.0	45.0
0.1	14	10	3.0
0.2	12	8.5	2.8
0.5	5.0	3.5	2.5
1.0	0.5	0.3	0.1



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Table II Level 3  
 Minimum Coefficient of Retro-reflection  
 (cd/lux/m<sup>2</sup>)

White

	-4.0	30.0	45.0
0.1	625	430	120
0.2	370	225	90
0.5	275	125	35
1.0	75	42	10

Green

	-4.0	30.0	45.0
0.1	80	45	12.5
0.2	45	28	9.8
0.5	32	16	3.5
1.0	9	6	1.6

Yellow

	-4.0	30.0	45.0
0.1	565	315	90
0.2	300	180	70
0.5	220	100	27
1.0	58	35	8.8

Blue

	-4.0	30.0	45.0
0.1	42	22	6
0.2	22	14	4.5
0.5	17	8	1.5
1.0	4.5	3	.8

Red

	-4.0	30.0	45.0
0.1	165	110	24
0.2	98	65	26
0.5	70	32	10
1.0	20	11	3





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Table II Level 4  
Minimum Coefficient of Retro-reflection  
(cd/lux/m<sup>2</sup>)

White

	-4.0	30.0	45.0
0.1	850	625	300
0.2	800	425	165
0.5	235	110	75
1.0	12	10	10

Green

	-4.0	30.0	45.0
0.1	90	65	30
0.2	80	35	15
0.5	21	10	7
1.0	1.0	.8	.8

Yellow

	-4.0	30.0	45.0
0.1	680	500	250
0.2	660	370	130
0.5	190	92	65
1.0	10	8	8

Blue

	-4.0	30.0	45.0
0.1	45	32	15
0.2	43	20	9.0
0.5	10	5.2	3.0
1.0	.5	.4	.4

Red

	-4.0	30.0	45.0
0.1	235	155	75
0.2	215	105	40
0.5	58	28	18
1.0	3.0	2.4	2.4



- 6.5 Color Processing: The retroreflective sheeting shall be designed to work in concert with recommended imaging systems. Color processing with compatible transparent and opaque process colors shall be possible in accordance with the sheeting manufacturer's recommendation at temperatures of 60 to 100°F (16 to 38°C) and relative humidity of 20 to 80%. The sheeting shall be heat resistant and permit force curing without staining of applied or unapplied sheeting at temperatures recommended by the sheeting manufacturer.
- 6.6 Shrinkage: The retroreflective sheeting shall comply with the shrinkage requirements contained in ASTM D 4956 section 7.6.
- 6.7 Flexibility: The reflective sheeting with the liner removed and conditioned as in 5.1 shall be sufficiently flexible to show no cracking when slowly bent, in one second's time around a 1/8 inch mandrel with adhesive contacting the mandrel. Talcum powder shall be spread on the adhesive to prevent sticking to the mandrel.
- 6.8 Adhesive: The retroreflective sheeting shall comply with the liner removal and adhesion requirements contained in ASTM D 4956 sections 7.8 and 7.9.
- 6.9 Impact Resistance: The sheeting, applied according to the manufacturer's recommendations to a cleaned, etched aluminum panel of alloy 6061-T6, 0.04" (0.10 cm) by 3" (7.6 cm) by 5" (12.7 cm) and conditioned as in 5.1, shall show no cracking when the face of the panel is subjected to an impact of a 2 inch diameter steel ball (1.19 lbs., 0.54 kg) dropped from a height of 8.5 inches (21.6 cm) through a 2.125 inch (5.4 cm) tube.
- 6.10 Resistance to Accelerated Weathering: The retroreflective surface of the sheeting shall be weather resistant and show no appreciable cracking, blistering, crazing or dimensional change after three years (Level 2, 3, 4), two years (Level 1) unprotected outdoor exposure conducted according to ASTM G7 and inclined at 45° from the horizontal facing the equator. After cleaning, the coefficient of retro-reflection shall not be less than 80% (Level 2), 70% (Levels 3, 4) 50% (Level 1) of the values in Table II and the colors shall conform to paragraph 6.10.1.

Following weather exposure, gently wash panels using a soft cloth or sponge and clean water or a dilute solution (1% by weight in water, maximum concentration) of a mild detergent. After washing, rinse thoroughly with clean water and blot dry with a soft clean cloth. After



washing and drying, condition the panels at room temperature for at least two hours prior to conducting any property measurements.

- 6.10.1 Shows “good” color fastness or better when tested as in 6.10.
- 6.10.2 Show no appreciable evidence of cracking, scaling, pitting, blistering, edge lifting or curling or more than 1/32 inch (0.08 cm) shrinkage or expansion.
- 6.10.3 Retain not less than 80% (Level 2), 70% (Levels 3, 4), 50% (Level 1) of the coefficient of retro-reflection values specified in Table II.

Retroreflective performance measurements after weather exposure shall be made at all observation and entrance angles. Sheeting shall be measured using the average values at 0° & 90° rotation (Level 3, 4). Where more than one panel of a color is measured, the coefficient of retro-reflection shall be the average of all the determinations.

- 6.10.4 Not to be removable from the aluminum panels without damage.

#### 6.11 Colorfastness

One specimen, exposed and prepared as specified in 6.9 shall be wet out with a mild detergent and water solution and compared with a similarly treated unexposed specimen under natural (North sky) daylight or artificial daylight having a color temperature of 7600° Kelvin. The colorfastness shall be evaluated as follows:

Excellent - no perceptible change in color  
Good - perceptible but no appreciable change in color  
Fair - appreciable change in color.

Appreciable change in color means a change that is immediately noticeable in comparing the exposed specimen with the original comparison specimen. If closer inspection or a change of angle of light is required to make apparent a slight change in color, the change is not appreciable.

#### 6.12 Resistance to Heat, Cold and Humidity

Three samples of retroreflective sheeting, 3” x 6”, applied to test panels in accordance with section 5.0, above shall be exposed as follows:



- 6.12.1 Heat. One specimen shall be placed in an oven at  $71^{\circ}\text{C} \pm 3^{\circ}\text{C}$  ( $160^{\circ}\text{F} \pm 5^{\circ}\text{F}$ ) for 24 hours, then conditioned as in section 5.0 for 2 hours.
- 6.12.2 Cold. The second specimen shall be exposed to an air temperature of  $-57^{\circ}\text{C} \pm 3^{\circ}\text{C}$  ( $-70^{\circ}\text{F} \pm 5^{\circ}\text{F}$ ) for 72 hours, then conditioned as in section 5.0 for 2 hours.
- 6.12.3 Humidity. The final specimen shall be subjected to 100% relative humidity at a temperature of  $23^{\circ} - 27^{\circ}\text{C}$  ( $75^{\circ} - 78^{\circ}\text{F}$ ) in accordance with Federal Test Method Standard 141, method 6201, for 24 hours, then conditioned as in section 5.0 for 24 hours.

Examination of each of the three samples following the exposures shall show no evidence of cracking, peeling, chipping or delaminating from the test panel. After heat exposure the sheeting shall retain a minimum of 85% and a maximum of 115% of the original coefficient of retro-reflection when measured at room temperature at all specified angles.

- 6.13 Fungus resistance: The retroreflective sheeting shall comply with the supplementary requirements contained in section S1 of ASTM D 4956.
- 6.14 General Characteristics and Packaging: The retroreflective sheeting as supplied shall be of good appearance, free from ragged edges, cracks and extraneous materials and shall be furnished in either rolls or sheets.

When furnished in continuous rolls, the number of splices shall not be more than two per 50 yards (45.7 m) of material, With a maximum of three pieces in any 50-yard (45.7 m) length. Splices shall be butted or overlapped and shall be suitable for continuous application as furnished.

The sheeting shall be packaged in accordance with commercially accepted standards. Each carton shall clearly stipulate the brand, quantity, size, lot or run number, color and type adhesive. Stored under normal conditions the retroreflective sheeting as furnished shall be suitable for use for a minimum period of one year.



## 7.0 Performance Requirements and Obligations

### 7.1 Certification

The sheeting manufacturer shall submit with each lot or shipment, a certification that states the material supplied will meet all the requirements listed herein.

### 7.2 Field Performance Requirements

7.2.1 Type A, and B sheeting processed and applied to sign blank materials in accordance with sheeting manufacturer's recommendations, shall perform effectively for the number of years stated in Table III of this specification. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retro-reflection is less than the minimum specified for that sheeting during that period listed.

Level 1: 50% of values listed in Table II Level 1 after 7 years

Level 2: 85% of values listed in Table II Level 2 after 7 years and  
80% of values listed in Table II Level 2 after 10 years.

Level 3: 80% of values listed in Table II Level 3 after 7 years and  
70% of values listed in Table II Level 3 after 10 years.

Level 4: 80% of values listed in Table II Level 4 after 7 years and  
70% of values listed in Table II Level 4 after 10 years.

Failure of process inks or overlay films provided and/or sold for use on recommended sheeting shall constitute a failure of entire sign and shall be replaced under manufacturer's replacement obligations (7.3).

For screen printed transparent colored areas or transparent colored overlay films on white sheeting, the coefficients of retro-reflection shall not be less than 70% of the values for the corresponding color in the above table. (Level I, II). For Level III, IV the ratios of the  $R_A$  for the white to the  $R_A$  for the color, when measured at 0.2° observation, -4° entrance, and 0° rotation, shall be 5:1 to 15:1 for the red, and not less than 5:1 for blue and green.

All measurements shall be made after sign cleaning according to sheeting manufacturer's recommendations.



### 7.3 Sheeting Manufacturer's Replacement Obligation

Where it can be shown that retroreflective signs with Types A, and B sheeting, supplied and used according to the sheeting manufacturer's recommendations, have not met the performance requirements of Section 7.2, the sheeting manufacturer shall cover restoration costs as follows for sheetings shown to be unsatisfactory during:

7.3.1 The entire 10 years (Levels 2, 3, 4) 7 years (Level 1): the sheeting manufacturer will replace the sheeting required to restore the sign surface to its original effectiveness.

7.3.2 In addition, during the first 7 years (Levels 2, 3, 4) the sheeting manufacturer will cover the cost of restoring the sign surface to its original effectiveness at no cost to the using Agency for materials and labor.

### 7.4 Government Using Agency Obligation

The using Agency shall be responsible for requiring the dating of all signs at the time of application. That date constitutes the start of the field performance obligation period.

## 8.0 Technical Assistance Requirement

The manufacturer supplying the retroreflective sheeting requirements shall provide at no charge the services of a qualified technician for instruction and training at the primary sign manufacturing facility designated by the Agency. This instruction shall be provided biannually and at the request of the Agency. Instruction shall include but not be limited to training films, material application, equipment operation, silk screening techniques, packaging, storage, and other proven sign shop practices as they apply to the reflective sheeting supplied by the manufacturer, and to assure that the resulting signs can comply with the applicable specifications.

Additional on-site technical assistance by the manufacturer supplying the retroreflective sheeting shall be provided at each of the sign shops designated in the bid invitation. This assistance shall be provided annually and at the request of the Agency.

The sheeting manufacturer shall, without additional cost to the Agency, provide the sign shops with competent technical service and product information, including service on screen printing problems with the inks furnished or recommended by the manufacturer for their sheeting. The manufacturer supplying the retroreflective sheeting shall provide technical



assistance for their recommended sheeting application equipment. The manufacturer shall certify that trained personnel will be available on 72 hours notice to render such service to facilitate the manufacture of finished signs. "Service" is understood to mean the capability of calibration and troubleshooting, as well as the training and retraining of personnel as required. In addition, a manufacturer's representative shall be available on site within 24-hour notice to assess and advice on any manufacturing difficulty that arises.

## 9.0 Applicable Documents

The following documents, of the issues in effect on the date of invitation for bids or request for proposal, form a part of this specification to the extent specified herein.

### 9.1 ASTM Standards

- 9.1.1 B 209 Specification for Aluminum and Aluminum Alloy Sheet and Plate.
- 9.1.2 D 523 Standard Method for Test for Specular Gloss.
- 9.1.3 D 4956 Standard Specification for Retroreflective Sheeting for Traffic Control.
- 9.1.4 E 284 Standard Definition of terms Relating to Appearance of Materials.
- 9.1.5 E 308 Standard Method for computing the colors of objects by using the CIE system.
- 9.1.6 E 810 Standard Test Method for Coefficient of Retro-reflection of Retroreflective Sheeting.
- 9.1.7 E 1164 Standard Practice for obtaining spectrophotometric data for object color evaluation.

### 9.2 Other Standards

- 9.2.1 AASHTO M 268 Standard Specification for Retroreflective Sheeting for Traffic Control
- 9.2.2 FHWA FP-96 Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects





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**BID FORM – STRAIGHT PURCHASE METHOD – LEVEL 1**

Color	Item Description	Dimensions	<u>Unit Price</u>	<u>Per Roll</u>
White	Table I Level 1	1/4" X 50 yd.	\$_____	\$_____
White	Table I Level 1	9" x 50 yd.	\$_____	\$_____
White	Table I Level 1	12" x 50 yd.	\$_____	\$_____
White	Table I Level 1	15" X 50 yd.	\$_____	\$_____
White	Table I Level 1	24" X 50 yd.	\$_____	\$_____
White	Table I Level 1	30" X 50 yd.	\$_____	\$_____
White	Table I Level 1	36" x 50 yd.	\$_____	\$_____
Yellow	Table I Level 1	9" x 50 yd.	\$_____	\$_____
Yellow	Table I Level 1	12" x 50 yd.	\$_____	\$_____
Yellow	Table I Level 1	24" X 50 yd.	\$_____	\$_____
Yellow	Table I Level 1	30" X 50 yd.	\$_____	\$_____
Yellow	Table I Level 1	36" x 50 yd.	\$_____	\$_____
Red	Table I Level 1	1/4" X 50 yd.	\$_____	\$_____
Red	Table I Level 1	9" x 50 yd.	\$_____	\$_____
Red	Table I Level 1	12" x 50 yd.	\$_____	\$_____
Red	Table I Level 1	24" X 50 yd.	\$_____	\$_____
Red	Table I Level 1	30" X 50 yd.	\$_____	\$_____
Blue	Table I Level 1	1/4" X 50 yd.	\$_____	\$_____
Blue	Table I Level 1	9" x 50 yd.	\$_____	\$_____
Blue	Table I Level 1	12" x 50 yd.	\$_____	\$_____
Blue	Table I Level 1	24" X 50 yd.	\$_____	\$_____
Blue	Table I Level 1	30" X 50 yd.	\$_____	\$_____



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Color	Item Description	Dimensions	<u>Unit Price</u>	<u>Per Roll</u>
Brown	Table I Level 1	9" x 50 yd.	\$_____	\$_____
Brown	Table I Level 1	12" x 50 yd.	\$_____	\$_____
Brown	Table I Level 1	24" X 50 yd.	\$_____	\$_____
Brown	Table I Level 1	30" X 50 yd.	\$_____	\$_____
Green	Table I Level 1	¼" X 50 yd.	\$_____	\$_____
Green	Table I Level 1	9" x 50 yd.	\$_____	\$_____
Green	Table I Level 1	12" x 50 yd.	\$_____	\$_____
Green	Table I Level 1	24" X 50 yd.	\$_____	\$_____
Green	Table I Level 1	30" X 50 yd.	\$_____	\$_____
Black	Vinyl pressure sensitive	9" x 50 yd.	\$_____	\$_____
Black	Vinyl pressure sensitive	12" x 50 yd.	\$_____	\$_____
Black	Vinyl pressure sensitive	24" x 50 yd.	\$_____	\$_____
Black	Vinyl pressure sensitive	30" x 50 yd.	\$_____	\$_____
Orange	Table I Level 1	9" x 50 yd.	\$_____	\$_____
Orange	Table I Level 1	12" x 50 yd.	\$_____	\$_____
Orange	Table I Level 1	24" x 50 yd.	\$_____	\$_____
Orange	Table I Level 1	30" x 50 yd.	\$_____	\$_____



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**BID FORM – STRAIGHT PURCHASE METHOD – LEVEL 2**

Color	Item Description	Dimensions	<u>Unit Price</u>	<u>Per Roll</u>
White	Table I Level 2	9" x 50 yd.	\$_____	\$_____
White	Table I Level 2	12" x 50 yd.	\$_____	\$_____
White	Table I Level 2	24" X 50 yd.	\$_____	\$_____
White	Table I Level 2	30" X 50 yd.	\$_____	\$_____
Yellow	Table I Level 2	9" x 50 yd.	\$_____	\$_____
Yellow	Table I Level 2	12" x 50 yd.	\$_____	\$_____
Yellow	Table I Level 2	24" X 50 yd.	\$_____	\$_____
Yellow	Table I Level 2	30" X 50 yd.	\$_____	\$_____
Red	Table I Level 2	9" x 50 yd.	\$_____	\$_____
Red	Table I Level 2	12" x 50 yd.	\$_____	\$_____
Red	Table I Level 2	24" X 50 yd.	\$_____	\$_____
Red	Table I Level 2	30" X 50 yd.	\$_____	\$_____
Blue	Table I Level 2	9" x 50 yd.	\$_____	\$_____
Blue	Table I Level 2	12" x 50 yd.	\$_____	\$_____
Blue	Table I Level 2	24" X 50 yd.	\$_____	\$_____
Blue	Table I Level 2	30" X 50 yd.	\$_____	\$_____
Brown	Table I Level 2	9" x 50 yd.	\$_____	\$_____
Brown	Table I Level 2	12" x 50 yd.	\$_____	\$_____
Brown	Table I Level 2	24" X 50 yd.	\$_____	\$_____
Brown	Table I Level 2	30" X 50 yd.	\$_____	\$_____



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Color	Item Description	Dimensions	<u>Unit Price</u>	<u>Per Roll</u>
Green	Table I Level 2	9" x 50 yd.	\$_____	\$_____
Green	Table I Level 2	12" x 50 yd.	\$_____	\$_____
Green	Table I Level 2	24" X 50 yd.	\$_____	\$_____
Green	Table I Level 2	30" X 50 yd.	\$_____	\$_____
Black Non-reflective vinyl	Table I Level 2	9" x 50 yd.	\$_____	\$_____
Black Non-reflective vinyl	Table I Level 2	12" x 50 yd.	\$_____	\$_____
Black Non-reflective vinyl	Table I Level 2	24" x 50 yd.	\$_____	\$_____
Black Non-reflective vinyl	Table I Level 2	30" x 50 yd.	\$_____	\$_____
Black Non-reflective vinyl	Table I Level 2	36" x 50 yd.	\$_____	\$_____
Orange	Table I Level 2	9" x 50 yd.	\$_____	\$_____
Orange	Table I Level 2	12" x 50 yd.	\$_____	\$_____
Orange	Table I Level 2	24" x 50 yd.	\$_____	\$_____
Orange	Table I Level 2	30" x 50 yd.	\$_____	\$_____



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**BID FORM – STRAIGHT PURCHASE METHOD – LEVEL 3**

Color	Item Description	Dimensions	<u>Unit Price</u>	<u>Per Roll</u>
White	Table I Level 3	9" x 50 yd.	\$_____	\$_____
White	Table I Level 3	12" x 50 yd.	\$_____	\$_____
White	Table I Level 3	24" X 50 yd.	\$_____	\$_____
White	Table I Level 3	30" X 50 yd.	\$_____	\$_____
Yellow	Table I Level 3	9" x 50 yd.	\$_____	\$_____
Yellow	Table I Level 3	12" x 50 yd.	\$_____	\$_____
Yellow	Table I Level 3	24" X 50 yd.	\$_____	\$_____
Yellow	Table I Level 3	30" X 50 yd.	\$_____	\$_____
Red	Table I Level 3	9" x 50 yd.	\$_____	\$_____
Red	Table I Level 3	12" x 50 yd.	\$_____	\$_____
Red	Table I Level 3	24" X 50 yd.	\$_____	\$_____
Red	Table I Level 3	30" X 50 yd.	\$_____	\$_____
Blue	Table I Level 3	9" x 50 yd.	\$_____	\$_____
Blue	Table I Level 3	12" x 50 yd.	\$_____	\$_____
Blue	Table I Level 3	24" X 50 yd.	\$_____	\$_____
Blue	Table I Level 3	30" X 50 yd.	\$_____	\$_____
Green	Table I Level 3	9" x 50 yd.	\$_____	\$_____
Green	Table I Level 3	12" x 50 yd.	\$_____	\$_____
Green	Table I Level 3	24" X 50 yd.	\$_____	\$_____
Green	Table I Level 3	30" X 50 yd.	\$_____	\$_____



Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs  
 BID # PRS-40-0518 April 26, 2018 at 3:00 P.M.

**BID FORM – STRAIGHT PURCHASE METHOD – LEVEL 4**

Color	Item Description	Dimensions	<u>Unit Price</u>	<u>Per Roll</u>
White	Table I Level 4	9" x 50 yd.	\$_____	\$_____
White	Table I Level 4	12" x 50 yd.	\$_____	\$_____
White	Table I Level 4	24" X 50 yd.	\$_____	\$_____
White	Table I Level 4	30" X 50 yd.	\$_____	\$_____
Yellow	Table I Level 4	9" x 50 yd.	\$_____	\$_____
Yellow	Table I Level 4	12" x 50 yd.	\$_____	\$_____
Yellow	Table I Level 4	24" X 50 yd.	\$_____	\$_____
Yellow	Table I Level 4	30" X 50 yd.	\$_____	\$_____
Red	Table I Level 4	9" x 50 yd.	\$_____	\$_____
Red	Table I Level 4	12" x 50 yd.	\$_____	\$_____
Red	Table I Level 4	24" X 50 yd.	\$_____	\$_____
Red	Table I Level 4	30" X 50 yd.	\$_____	\$_____
Blue	Table I Level 4	9" x 50 yd.	\$_____	\$_____
Blue	Table I Level 4	12" x 50 yd.	\$_____	\$_____
Blue	Table I Level 4	24" X 50 yd.	\$_____	\$_____
Blue	Table I Level 4	30" X 50 yd.	\$_____	\$_____
Green	Table I Level 4	9" x 50 yd.	\$_____	\$_____
Green	Table I Level 4	12" x 50 yd.	\$_____	\$_____
Green	Table I Level 4	24" X 50 yd.	\$_____	\$_____
Green	Table I Level 4	30" X 50 yd.	\$_____	\$_____



**Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs**  
**BID # PRS-40-0518** **April 26, 2018 at 3:00 P.M.**

Color	Item Description	Dimensions	<u>Unit Price</u>	<u>Per Roll</u>
Lime Green	Table I Level 4	9" x 50 yd.	\$_____	\$_____
Lime Green	Table I Level 4	12" x 50 yd.	\$_____	\$_____
Lime Green	Table I Level 4	24" X 50 yd.	\$_____	\$_____
Lime Green	Table I Level 4	30" X 50 yd.	\$_____	\$_____

Clear	Transfer Paper	6" x 50 yd.	\$_____	\$_____
Clear	Transfer Paper	9" x 50 yd	\$_____	\$_____
Clear	Transfer Paper	12" x 50 yd	\$_____	\$_____
Clear	Transfer Paper	24" x 50 yd	\$_____	\$_____
Clear	Transfer Paper	30" x 50 yd	\$_____	\$_____

\* Precoated pressure sensitive adhesive.

Delivery Date Guarantee – I agree to furnish the above items following the date of issuance of a purchase order by the City. I understand purchase orders may be canceled due to late delivery unless a determination of due cause can be made.

Delivery of Reflective Sheeting for Traffic Control Signs shall occur on as needed basis. Successful contractor will coordinate schedule of deliveries with designated Traffic Department official prior to commencement of contract.

The bid prices quoted on this form are firm bids which are good for three hundred sixty-five (365) calendar days (one (1) year) following the opening of bid and are not subject to price adjustments.

**NOTE:** All items listed above do not designate a guaranteed purchase and are subject to an as needed basis purchase.

I have attached and initialed a copy of the City's specifications for the item(s) bid on this form to clarify my understanding as to what features shall be required in the equipment.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_ Title \_\_\_\_\_





### III. MISCELLANEOUS

- 10.0 **TERMINATION BY THE CITY** - The City of Brownsville reserves the right of unilateral termination of the contract by providing a thirty (30) day written notice of such intent.
- 11.0 **POINT OF CONTACT** – For questions concerning the bid document contact Roberto C. Luna Jr. Purchasing Director, (956) 548-6087.
- 12.0 **STATEMENT OF NON-COLLUSION FORM** – Enclosed is a Statement of Non-Collusion, which must be completed by the vendor and submitted with the bid.
- 13.0 **DISCLOSURE OF INTEREST FORM** - Please complete the attached Disclosure of Interest Form and submit with your bid.
- 14.0 **ADDENDA**

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum No. .... Dated .....

Addendum No. .... Dated .....

Addendum No. .... Dated .....

Addendum No. .... Dated .....

**The City of Brownsville reserves the right to reject any and all bids.**



Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs  
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### FORM FOR PROPOSAL DEVIATIONS

The following form shall be completed for each condition, exception, reservation or understanding (i.e., Deviations) in the proposal according to "Conditions, Exceptions, Reservations and Understandings".

Deviation # \_\_\_\_\_

Offeror : \_\_\_\_\_

Solicitation Ref: \_\_\_\_\_ Page: \_\_\_\_\_ Section: \_\_\_\_\_

Complete Description of Deviations: \_\_\_\_\_

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Rationale (Pros & Cons): \_\_\_\_\_

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Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs  
BID # PRS-40-0518 April 26, 2018 at 3:00 P.M.

**GENERAL INFORMATION REQUIRED FROM ALL BIDDERS**

The undersigned agrees, if this bid is accepted, to furnish any and all items/materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be thirty (30) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package.

Date: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED  
REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS:  
\_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO. \_\_\_\_\_

E-mail: \_\_\_\_\_



Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs  
BID # PRS-40-0518 April 26, 2018 at 3:00 P.M.

**CITY OF BROWNSVILLE**  
**NON-COLLUSIVE BIDDING CERTIFICATION**

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by *CITY OF BROWNSVILLE*. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF BROWNSVILLE for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the CITY OF BROWNSVILLE that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the CITY OF BROWNSVILLE concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF BROWNSVILLE in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF BROWNSVILLE in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature : \_\_\_\_\_

Title: \_\_\_\_\_

**Note: This form must be filled in and submitted with the sealed bid.**



## CITY OF BROWNSVILLE DISCLOSURE OF INTERESTS

City of Brownsville, Texas requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below. See reverse side for definitions.

### FIRM NAME:

\_\_\_\_\_

—

ADDRESS \_\_\_\_\_

**FIRM** is: 1. Corporation ( ) 2. Partnership ( ) 3. Sole Owner ( )  
4. Association ( ) 5. Other ( ) \_\_\_\_\_

## DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Brownsville having an "ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named "firm."

Name	Title	Department

2. State the name of each "official" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Title	Department

3. State the names of each "board member" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."



**Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs  
BID # PRS-40-0518 April 26, 2018 at 3:00 P.M.**

Name	Board, Commission, or Committee

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Brownsville, Texas as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_



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## **Certificate of Interested Parties**

### **House Bill 1295**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret [House Bill 1295](#).

**A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.**

**Follow the hyperlink below to submit electronic filing application Form 1295** *(Must be submitted with bid/proposal package to be considered by the City of Brownsville).* The Purchasing/Contracting Department requires "CERTIFICATE OF INTERESTED PARTIES FORM 1295" from your firm in order to be considered as per Government Code section §2252.908

**[HTTPS://WWW.ETHICS.STATE.TX.US/FILE/](https://www.ethics.state.tx.us/file/)**

Acknowledged by,

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
Date

**Note: This page must be filled in and submitted with the sealed bid/proposal as an acknowledgement of bid/proposal document requirements by the City of Brownsville**



**Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs**  
**BID # PRS-40-0518** **April 26, 2018 at 3:00 P.M.**

<b>CERTIFICATE OF INTERESTED PARTIES</b>			<b>FORM 1295</b>																			
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			<b>OFFICE USE ONLY</b>																			
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>																						
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>																						
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.</b>																						
<b>4</b> <b>Name of Interested Party</b>	<b>City, State, Country</b> <b>(place of business)</b>	<b>Nature of Interest (check applicable)</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Controlling</td> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Intermediary</td> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>			Controlling	Intermediary																
Controlling	Intermediary																					
<b>5 Check only if there is NO Interested Party.</b> <input type="checkbox"/>																						
<b>6 AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>																						
<div style="text-align: right; margin-bottom: 20px;">           _____            Signature of authorized agent of contracting business entity         </div> <div style="margin-bottom: 20px;">           AFFIX NOTARY STAMP / SEAL ABOVE         </div> <div style="margin-bottom: 20px;">           Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.         </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">           _____            Signature of officer administering oath         </div> <div style="width: 30%;">           _____            Printed name of officer administering oath         </div> <div style="width: 30%;">           _____            Title of officer administering oath         </div> </div>																						
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																						





## DEFINITIONS

The following definitions of terms should be used in answering the questions set forth below:

- a. **“Board member.”** A member of any board, commission, or committee appointed by the City Commission of the City of Brownsville, Texas.
- b. **“Employee.”** Any person employed by the City of Brownsville, Texas either on a full or part-time basis, but not as an independent contractor.
- c. **“Firm.”** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d. **“Official.”** The Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville, Texas.
- e. **“Ownership interest.”** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. “Constructively held” refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements.”



**Sec. 252.043. AWARD OF CONTRACT.**

- (a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- (b) In determining the best value for the municipality, the municipality may consider:
  - (1) the purchase price;
  - (2) the reputation of the bidder and of the bidder's goods or services;
  - (3) the quality of the bidder's goods or services;
  - (4) the extent to which the goods or services meet the municipality's needs;
  - (5) the bidder's past relationship with the municipality;
  - (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
  - (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
  - (8) any relevant criteria specifically listed in the request for bids or proposals.
- (c) Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- (d) The contract must be awarded to the lowest responsible bidder if the competitive sealed bidding requirement applies to the contract for construction of:
  - (1) highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or



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- (2) buildings or structures that are incidental to projects that are primarily civil engineering construction projects.
- (e) If the competitive sealed bidding requirement applies to the contract for construction of a facility, as that term is defined by Section 271.111, the contract must be awarded to the lowest responsible bidder or awarded under the method described by Subchapter H, Chapter 271.
- (f) The governing body may reject any and all bids.
- (g) A bid that has been opened may not be changed for the purpose of correcting an error in the bid price. This chapter does not change the common law right of a bidder to withdraw a bid due to a material mistake in the bid.
- (h) If the competitive sealed bids requirement applies to the contract, the contract must be awarded to the responsible offeror whose bid is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for bids.
- (i) This section does not apply to a contract for professional services, as that term is defined by Section 2254.002, Government Code.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 1370, Sec. 4, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1409, Sec. 3, eff. Sept. 1, 2001.

Submitted,

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

**Note: This page must be filled in and submitted with the sealed bid as an acknowledgement of bid document requirements by the City**



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### **TxDOT – DBE Business Forms**

[http://www.txdot.gov/services/business\\_opportunity\\_programs/dbe\\_overview.htm](http://www.txdot.gov/services/business_opportunity_programs/dbe_overview.htm)

#### **A. DBE Certification**

The RESPONDER complies with 49 CFR 26.49 regarding the transit vehicle manufacturer's overall DBE goal.

<http://www.osdbu.dot.gov/>

<http://www.osdbu.dot.gov/DBEProgram/index.cfm>

The South Central Texas Regional Certification Agency (SCTRCA) is a non-profit corporation that represents several public entities in the South Texas area. These entities are committed to enhancing participation for disadvantaged, minority and woman owned businesses in public/government contracting and purchasing activities.

Visit web site link for more information: <http://www.sctrca.org/>



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## **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:**

It is the policy of the City of Brownsville Purchasing & Contract Services Department to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Purchasing & Contract Services Department has adopted the State of Texas Statewide HUB Program, administered by the Texas Building and Procurement Commission. If the Purchasing & Contract Services Department determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the contract.

Please follow the following link and choose Cameron County to run a HUB search.

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

Centralized Master Bidders List (CMBL) & Historically Underutilized Business (HUB) Search

**Search:**  
☐ CMBL only, ☒ HUBs on CMBL, ☐ HUBs not on CMBL  
☐ HUB Mentor Protege, ☐ All Vendors

Vendor ID:  ?  
Vendor Number:  ?  
Vendor Name:  begins with  Name  ?  
Include Inactive Vendors: ☐ ? Small Businesses Only: ☐ Yes, ☒ No  
Selection 1: Class Code:  Item:  District:   
Selection 2: Class Code:  Item:  District:   
Selection 3: Class Code:  Item:  District:  ?  
[Class Code](#) | [Item Code](#) | [District](#)

Texas County:  Cameron  
City:  begins with   
Zip:  begins with   
Sort by:  City  
Output as:  Detail List  
Results:  return all matches

Click this Help icon for information and tips on generating search lists and files

**Related Links**  
[CMBL Registration](#)  
[HUB Directory](#)  
[HUB Mentor Protege Agreement Listing](#)  
[Excluded Parties List System Search](#)  
[Debarred Vendors List](#)

Output may contain coded information in [Hub Status](#) and [Reason Off CMBL](#)

Texas Online | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security

Susan Combs, Texas Comptroller • Window on State Government • Contact Us  
Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans



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### **CERTIFICATION FORM**

**A) COMPLIANCE WITH REQUIREMENTS FOR THE PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE's)**

The bidder hereby certifies that it will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The requirements of 49 CFR Part 26 and U.S. DOT-approved Disadvantage Business Enterprise (DBE) program are incorporated in this contract by reference.

**B) DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The bidder certifies that neither the bidder, its third party subcontractors, nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**C) CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

The bidder certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_



## **Restrictions on Lobbying Activity**

### **A. Prohibited Contacts During Contract Evaluation**

A vendor/contractor or a vendor's/contractor's agent/representative is prohibited from contacting city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for Statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract has been acted on by the City Commission. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by contractors, respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

### **B. A Lobbyists or Vendor/ Contractor May Not Place City Official Under Personal Obligation**

A Lobbyist or a Vendor/Contractor or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any city official under personal obligation to the Lobbyist or Vendor/ Contractor.

### **C. False Statements**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot intentionally or knowingly make any false or misleading statement of fact to any city official, or cause a copy of a document with false information to be received by an official without notifying the official in writing of the truth. Likewise, a registrant who learns that a statement in a registration form or activity report during the previous 3 years is false must correct that statement within 30 days by written notification to the Office of the City Secretary.

### **D. Use of False Identification**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot communicate with a city official in the name of any fictitious person or in the name of any real person, without that person's consent.

### **E. Improper Influence**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for the purpose of later being employed as a lobbyist to secure its granting, denial, confirmation, rejection, passage, or defeat.

### **F. Improper Representation**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the vote or action of any city official.

1 City Official – the Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville.



## **Disclosures and Requirements for City Vendors/Contractors**

Lobbyists are often retained for the purpose of assisting vendor/contractor seeking to do business with the city. The standards of conduct applicable to city contractors or other vendor/contractor of lobbyists are discussed below.

### **A. Prohibited Contacts During Contract Evaluation**

A vendor/contractor or a vendor's/contractor's agent is prohibited from lobbying activities with city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract is posted as a City Commission agenda item. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer. There is a parallel no-contact provision for lobbyists and their agents.

### **B. The City's Discretionary Contracts Disclosure Form**

When seeking a discretionary<sup>1[2]</sup> city contract, the contractor must submit a form disclosing:

- the identity of all parties to the contract;
- subcontractors;
- partners, parent or subsidiary business entities of any party to the contract;
- any lobbyist or public relations firm that has been employed for a purpose related to the contract.

The vendor/contractor must also disclose all political contributions<sup>2[3]</sup> totaling more than \$100 made by the parties or the other individuals or entities listed on the form made directly or indirectly to:

- any current or former member of City Commission, including the Mayor;
- any candidate for City Commission, including the Mayor;
- any political action committee (PAC) that contributes to City Commission elections.

Indirect contributions include contributions made by an individual's spouse or by the officers, owners, attorneys, or registered lobbyists of the entity.

Indirect contributions do not include contributions by owners of a business entity who hold less than 5% of the fair market value or voting stock of the entity. If a publicly traded corporation seeks to contract with the city, it will not be required to list contributions made by its shareholders whose holdings are less than 5%.

<sup>2</sup> "Discretionary contract" means any contract other than those which by law must be awarded on a low or high qualified bid process. They do not include contracts subject to Section 252.022(a)(7) of the Texas Local Government Code or those contracts not involving an exercise of judgment or choice.

<sup>3</sup> Political contributions include both campaign and officeholder contributions.





**Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs  
BID # PRS-40-0518  
April 26, 2018 at 3:00 P.M.**

**C. Chapter 176 of the Local Government Code**

Effective January 1, 2006, Chapter 176 of the Local Government Code requires all vendors or those who seek to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a completed “conflict of interest questionnaire” with the Office of the City Secretary within seven (7) days after the person:

- 1) begins contract discussions or negotiations; or
- 2) submits an application, response to a request for proposal or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

The questionnaire requires the vendor/contractor or contract seeker to disclose business or employment relationships with Commissioners, Mayor and the City Manager. The Texas Ethics Commission is responsible for drafting the questionnaire and a link to the form on the Texas Ethics Commission website is posted on the “Forms” page of the city’s ethics webpage. It is subject to change and anyone subject to the requirement should consult the TEC website to obtain the most up-to-date form.

Violation of Chapter 176 of the Local Government Code is a class C misdemeanor. Please consult your own legal counsel for questions about compliance.

**D. Political Contribution Prohibition**

Any person or company official acting as a legal signatory for a proposed “high-profile” city contract cannot make a political contribution to any Commissioner or candidate from the time a Request for Proposal (RFP), Request for Statements of Qualifications (RFQ-SOQ) or Invitation for Bids (IFB) is issued or from the time negotiations or discussions for a contract for which no competitive solicitation begins until thirty (30) days after the contract is awarded.

The designation of “high-profile” is assigned in accordance with the City of Brownsville Purchasing Policy Manual.

4. “High-Profile”- A designation of profile assessment, based on contract value, level of community interest, non-competitive acquisition, and contract complexity.



**Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs  
BID # PRS-40-0518 April 26, 2018 at 3:00 P.M.**

**AUTHORIZED CONTACT FORM:**

This \*IFB/RFP/SOQ has been issued by City of Brownsville Purchasing & Contract Services Department. The Purchasing & Contract Services Department shall be the vendor's sole point of contact with regard to the IFB/RFP/SOQ, its content, and all issues concerning it.

All communication regarding this IFB/RFP/SOQ shall be directed to an authorized representative of City Purchasing & Contract Services Department. The Purchasing Director or Assistant Director facilitating this IFB/RFP/SOQ is identified on the cover page, along with his or her telephone number, and he or she shall be the primary point of contact for discussions or information pertaining to the IFB/RFP/SOQ. Contact with any other City representative, including elected officials, for the purpose of discussing this IFB/RFP/SOQ, its content, or any other issue concerning it, is prohibited unless authorized by the Purchasing & Contract Services Department Director or Assistant Director. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other City representatives, may constitute grounds for rejection by the Purchasing & Contract Services Department of the vendor's quotation.

The above stated restriction on vendor contact with City representatives shall apply until the City has awarded a purchase order or contract to a vendor or vendors.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

\* IFB – Invitation for Bids

RFP – Request for Proposals

SOQ – Statements of Qualifications



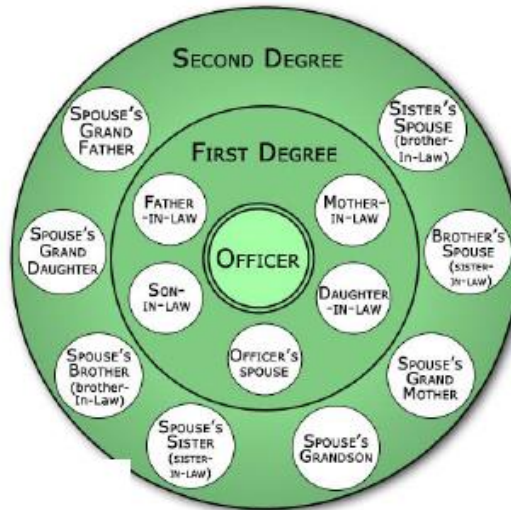
**Term Contract for The Purchase & Delivery of Reflective Sheeting for Traffic Control Signs  
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**NEPOTISM CHART**

The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

**AFFINITY KINSHIP**  
 Relationship by Marriage



**CONSANGUINITY KINSHIP**  
 Relationship by Blood

